

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Termination and Release of Security Interest in Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ally Commercial Finance LLC, as assignee of Residential Funding Company, LLC, in its capacity as Agent		05/13/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ernest Health, Inc.		
<b>Street Address:</b>	7770 Jefferson St. NE		
<b>Internal Address:</b>	Suite 320		
<b>City:</b>	Albuquerque		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87109		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2995535	ERNEST HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	021363-024 JES		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		

OP \$40.00 2995535

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**TRADEMARK**  
 REEL: 004546 FRAME: 0500

Signature:	/John E. Slaughter/
Date:	05/23/2011
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 13, 2011 ("Release"), is made by ALLY COMMERCIAL FINANCE LLC (as assignee of RESIDENTIAL FUNDING COMPANY, LLC, a Delaware limited liability company), in its capacity as Agent for Lenders ("Agent") in favor of ERNEST HEALTH, INC., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of December 18, 2006 by and among the Borrowers named therein ("Borrowers"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Borrowers and guaranteed by Grantor;

**WHEREAS**, pursuant to the Loan Agreement, Grantor was required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, the Trademark Security Agreement dated as of December 18, 2006 ("Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 21, 2006 at Reel 003450 Frame 0894.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and on behalf of the Lenders) and Grantor (the "parties") agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Agent, for itself and on behalf of the Lenders, hereby:

(a) terminates the Trademark Security Agreement, Loan Agreement, and any other agreement under which Grantor has granted a collateral pledge, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) releases the lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral; and

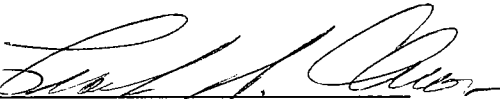
(c) authorizes the recordation of this Release with the USPTO.

[signature page follows]

**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

ALLY COMMERCIAL FINANCE LLC, (as assignee of  
RESIDENTIAL FUNDING COMPANY, LLC), as Agent

By: 

Name: Frank Chiovari

Title: Senior Managing Director

**Schedule A**

**Ernest Health, Inc.  
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest  
Granted by Ernest Health, Inc.  
In Favor of Residential Funding Company, LLC  
Recorded December 21, 2006 at Reel 003450 Frame 0894**

**Registered Mark**

<b>Mark</b>	<b>Registration No.</b>	<b>Issue Date</b>
ERNEST HEALTH	2995535	09/13/05